

AGREEMENT

CITY OF BOSTON
And

BOSTON MUNICIPAL POLICE SUPERIOR OFFICERS
ASSOCIATION,
IBPO LOCAL 539

BEGINNING JULY 1, 2007
EXPIRES JUNE 30, 2010

This Agreement is made pursuant to Chapter 150E of the General Laws by and between the City of Boston, hereinafter the City, or the Municipal Employer, acting by and through its Mayor, and the Municipal Police Superior Officers Association, IBPO Local 539, hereinafter "the Union".

WITNESSETH

Whereas, the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

Whereas, the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

Whereas, the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and

Whereas, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement;

Now, therefore, in consideration of the mutual promises and agreement herein contained, the parties mutually agree as follows:

Article I.

Persons Covered By This Agreement

Section 1. The City recognizes the Municipal Police Superior Officers' Association as the exclusive representative for purposes of collective bargaining relative to wages, hours, and other conditions of employment for all security employees employed by the City, including all supervisors of security and senior supervisors of security in the Property Management Department.

Section 2. The City and the Union agree that the following employees shall not be deemed persons covered by this Agreement:

Manager of Security;

Assistant Manager of Security;

Operations Manager;

Director of Security;

All civilian employees of the Property Management Department;

All managerial and confidential employees of the Property Management Department;

All sanitary code enforcement personnel;

All other employees of the Property Management Department of the City.

Section 3. Employees shall be excluded from the coverage of this Agreement because of CONFLICT OF INTEREST if the duties and responsibilities of their position require them to:

- (a) assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations, or;
- (b) be responsible on behalf of the City or a recognized subdivision thereof for investigation, processing or resolution of grievances under a collective bargaining agreement, and
- (c) this Agreement shall conform in all respects with the provisions of M.G.L. c. 150E § 3.

The City and the Union further agree that the question of standards for determining whether any present or any future position should be deemed a managerial exclusion shall be a matter for continued negotiations after the effective date of this Agreement and, if the parties are unable to agree within ninety (90) days, may be subject to the normal statutory impasse resolution procedures at the request of either party.

Article II. Residency

Effective upon ratification and approval, members of the bargaining unit must be residents of the City of Boston in accordance with the City of Boston's Residency Ordinance (Ord. 1976, c. 9 as amended), except that after ten (10) consecutive years of active service from date of hire with the City of

Boston, bargaining unit members will be exempted from the Residency Ordinance.

Article III.

Nondiscrimination and Affirmative Action

Section 1. Nondiscrimination. The City and the Association agree not to discriminate against any employee because of race, color, religion, creed, ancestry, national origin, military status, sex, sexual preference, age, physical or mental handicap, parental status, marital status, union activity and membership or non-membership in the Federation.

Section 2. The parties agree that the Municipal Employer will not discriminate in any way against employees on account of political activity or lack thereof.

Section 3. Affirmative Action. The parties recognize the concept of affirmative action as embodied in the City's Executive Order.

Article IV.

Payroll Deduction of Union Dues

In accordance with the provisions of Section 17A, Chapter 180, of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City council of the City of Boston on January 15, 1951, and approved by its Mayor January 17, 1951, union dues shall be deducted biweekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization of payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within twenty-five (25) working days after the month in which dues are deducted

Article V.

Payroll Deduction of Agency Service Fee

Section 1. Pursuant to General Laws, Chapter 150E, Section 12, to assure that employees covered by this Agreement shall be adequately represented by the Association in bargaining collectively on questions of wages, hours, and other conditions of employment, the collector-treasurer of the City shall deduct from each such employee during the life of this collective bargaining agreement and pay over to the Union, the exclusive bargaining agent of such employees, as an agency service fee,

the amount determined by the Association to be equal to the amount required to become a member and remain a member in good standing of the Association.

The Association certifies that this Agreement is formally executed pursuant to a vote of the majority of all employees in the bargaining unit.

Section 2. The Association agrees to indemnify the City for damages or other financial loss that the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this Article.

Article VI. Management Rights

Section 1. The Municipal Employer reserves and retains the sole and exclusive right to manage, operate and conduct all of its Department's / Commission's operations and activities, except as otherwise specifically and expressly provided in this Agreement. The enumeration of management rights in this Article is not to be construed as a limitation of management's rights, but rather as an illustration of the nature of the rights inherent in management.

Section 2. Except as limited by the express provisions of this Agreement the Municipal Employer reserves and retains the exclusive right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to establish, create, and devise and implement reasonable work rules and regulations including performance evaluations and the criterion upon which bargaining unit members shall be evaluated which may be used to determine promotions, demotions, layoffs, compensation and discipline and discharge; to require bargaining unit members to assist the Appointing Authority designee in the conduct of performance evaluations of those employees supervised by bargaining unit employees whether these employees are members of this or any other bargaining unit; to establish positions and job descriptions and the classifications therefore; to reclassify existing positions based on assigned duties and responsibilities subject to impact negotiations over the reclassification, or make changes in assigned duties and responsibilities; to schedule work as required; to study and use, introduce, install new or improved methods, systems, facilities and/or equipment; to determine methods, processes and

procedures by which work is to be performed; to subcontract out work where the purpose is not to undermine the bargaining unit; to schedule and assign work; and in all respects to carry out the ordinary and customary functions of municipal management.

Article VII.
Probationary Period / Evaluation Period

All employees covered by this Agreement who are first hired after the date of the execution of this Agreement shall serve a one (1) year probationary period. All employees covered by this Agreement who are promoted into any position in this unit shall serve a separate six (6) month evaluation period during which time the City's decision to return any employee to his same/similar position during their six month evaluation period shall not be subject to the grievance and arbitration procedure as outlined in Article VIII of this Agreement.

Article VIII.
Discipline and Discharge

Section 1. An employee who has completed his/her probationary period as that term is defined in Article VII shall not be disciplined, suspended or discharged except for just cause. An employee who appeals his suspension or discharge under retirement law, MCAD/EEOC, or any other statutory appeal procedure, shall not have access for such grievance to the grievance/arbitration procedures of this Agreement.

Section 2. The City agrees to apply the concept of progressive discipline in all but the most serious cases.

Article IX.
Grievance Procedure and Arbitration

Section 1. Only matters involving the question of whether the Municipal Employer is complying with the express provisions of this Agreement shall constitute grievances under this Article. The written grievance shall include:

- A. Name(s) and position(s) of the grievant or grievants;
- B. A statement of the grievance and the facts involved;
- C. The corrective action requested.

Section 2. Grievances shall be processed in the following manner:

Step # 1: One representative member of the Union with or without the aggrieved employee, shall present the grievance orally to the Director of City Hall Security or the Assistant Director of Security or their respective designee. The parties shall attempt to resolve the grievance informally. At the request of the Union, the Union representative and the City representative shall document the date and nature of the meeting. Failure of the Union to present the grievance orally at step one shall result in the Union's waiver of its right to further pursue the action through all steps of this grievance procedure.

If they are unable to do so, the Union shall reduce the grievance to writing, within ten (10) working days after the aggrieved employee or the Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based, or it shall be waived. The Director of City Hall Security or the Assistant Director of Security shall answer the grievance in writing within seven (7) working days after the Union's submission of the written grievance to him.

Step # 2. If the grievance is not settled at Step # 1, it may be submitted to the City's Office of Labor Relations within ten (10) working days of the Union's receipt of the Step # 1 answer, or it shall be waived. A Step # 2 hearing shall be held within thirty (30) working days of the receipt of the grievance at Step # 2 with a member of the Union's Grievance Committee. Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. In addition, the City's committee to hear the grievance may include such other persons as said Office may from time to time designate, and the Union may include its counsel. The City shall issue an answer to the grievance within fifteen (15) working days after the Step # 2 hearing has been completed.

Step # 3. If the grievance is not satisfactorily resolved at Step # 2, the Union, and not any individual employee, may submit the matter to arbitration. Such submission must be made within twenty (20) working days after receipt by the Union of the Step # 2 answer or within forty (40) working days after the grievance has been submitted in writing at Step # 2, or it shall be waived. "Submit to arbitration" means a letter to the Office of Labor Relations, postage prepaid, postmarked, or hand delivered within the specific time limit.

Section 3. Written submission of grievances at Step # 2 shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by representatives of the Union filing the grievance. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed and dated by the Municipal Employer's representative and the Union's representative. Where no adjustment is reached the grievance form should bear a notation that the grievance is unsettled.

Section 4. Arbitration.

(A) The procedure for arbitration shall be as follows:

1) The arbitrator shall be selected by mutual agreement of the parties. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection of a single arbitrator shall be made.

2) The decision of the arbitrator shall be final and binding on the parties. In cases where the question of arbitrability is raised, the arbitrator may decide the arbitrability of the grievance. In the event the City raises the question of arbitrability, the arbitrator may receive evidence and testimony on arbitrability and the merits at the same time.

3) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of preparing and presenting its own case.

4) Any issues regarding the rules and procedures for arbitration not covered above shall be subject to the voluntary labor arbitration rules of the American Arbitration Association.

5) The parties agree to discuss the implementation of a rotating panel of arbitrators.

Section 5. Any incident that occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of a grievance hereunder.

Section 6. The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The Arbitrator shall have no power to recommend any

right or relief for any period of time prior to the effective date of this Agreement.

Section 7. Expedited Arbitration. The time limits referred to in this Article may only be extended by mutual agreement by the parties acting at the respective steps of the grievance/arbitration procedure. The parties agree that it is their intent to require the Association's adherence to the time limits for filing at Steps # 1 through # 3. Failure to file within the time limits or to mutually agree to an extension shall preclude arbitration on the merits.

Section 8. Any grievance filed under this Article shall automatically be deemed inarbitrable if an employee files a complaint under G.L. c. 151B based on the same occurrence or failure of occurrence of the incident on which the grievance is based.

Section 9. In cases where the question of arbitrability is raised, the arbitrator (as selected in accordance with this Article) may decide the arbitrability of the grievance. When a question of arbitrability is raised, the parties may agree to bifurcate/separate the case in the interest of a speedy, resolution and clarification of this issue. In such cases, the party requesting bifurcation/separation shall give the other side reasonable notice of the request. In the event that there is not mutual agreement to bifurcate/separate, the issues of arbitrability and the merits shall be heard together and the parties shall equally share the costs associated with arbitration. Either side may seek bifurcation/separation on the issue of arbitrability through an order of the arbitrator. Any order of the arbitrator under this section to bifurcate/separate shall be issued not later than seven (7) calendar days prior to the date of arbitration or the issue of arbitrability and the merits shall be heard together. If an order to bifurcate/separate is issued, the cost of the hearing shall be borne equally by both sides unless otherwise agreed.

Article X. No-Strike Clause

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any

such work stoppage, strike, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Federation shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Association of its obligations under Section 1 and Section 2 of this Article, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

Article XI. Stability of Agreement

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the City's Office of Labor Relations and the Association.

Section 2. The failure of the Municipal Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or condition, and the obligations of the Association to such future performance shall continue in full force and effect.

Article XII. Sick Leave and Personal Days

Section 1. Every employee covered by this Agreement who has completed his one year probationary period shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay, for absence caused by illness or by injury or exposure

to contagious disease by serious illness or disability arising out of or caused by pregnancy or childbirth.

Sick leave shall accrue at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month of actual service not to exceed fifteen (15) working days in any calendar year provided, however, newly hired employees hired after the date of execution of this Agreement shall accrue sick leave at the rate of one (1) day for each month of actual service, not to exceed twelve (12) working days in each calendar year, only during their first twelve (12) months of employment, and at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month of actual service thereafter. Municipal police employees promoted into the bargaining unit shall accrue at the rate of one and one quarter ($1\frac{1}{4}$) days for each month of actual service not to exceed fifteen (15) working days in any calendar year. Sick leave shall not be used prior to it having accrued.

Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof.

Section 2. No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless the employee has notified his/her immediate superior of his/her absence and the cause thereof at least one hour prior to the commencement of his/her regularly scheduled shift or as soon as practicable thereafter.

For periods of **three (3)** consecutive working days or more, the Appointing Authority may require satisfactory evidence in the form of a physician's certificate or nurse practitioner's statement for the necessity of such absence.

The Employer may require an Employee to obtain a medical letter from his/her medical provider if, in the judgment of the Employer, the employee's use of sick leave is excessive or patterned, i.e. if the Employer has a reasonable basis for questioning the legitimacy of claimed sick leave absences, regardless of the number of days of absence.

Section 3. In the event that an employee desires to leave work early as a result of personal illness, he is required to be seen by a physician of his choice or a physician at the Boston City Hospital prior to receiving authorized sick leave unless such physician's visit is waived by the Deputy Director of Security or his designee. All waivers shall be in writing.

Section 4. An employee on leave because of an occupational disability may take such of the sick leave allowance to which he/she is entitled under this Article as, when added to the amount of any disability payments, will result in the payment of his/her full salary for any particular workweek.

Section 5. Up to five (5) days' sick leave credit will be restored to an employee's accumulated sick leave when such employee has used sick leave allowance between the date of injury on the job and the date of disability compensation is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to the date disability was incurred.

Section 6. An annual report of sick leave shall be made available upon request.

Section 7. Annual Redemption of Sick Leave. An employee who has used fewer than five (5) sick days in the twelve month period ending December 31 of any year in which this Agreement is in effect may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

Sick Days Used	Cash Redemption
0	5 days' pay
1	4 days' pay
2	3 days' pay
3	2 days' pay
4	1 days' pay
5	0 days' pay

The per diem rate will be the employee's rate on December 31 as specified in the Pay Schedule for compensation.

During January, the City will notify each qualifying employee of his/her redemption options. An employee may elect to redeem all or part of his/her entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner.

Section 8. It is agreed that employees who abuse the sick leave provisions of this Agreement shall not be entitled to sick leave for such requested sick leave absence and shall be subject to disciplinary action in accordance with the provisions of Article VII. The Municipal Employer may require medical verification and/or explanation for those absences he believes may involve excessive absenteeism and/or sick leave abuse.

Section 9. Personal Days. Every employee who has completed his probationary period, shall be eligible for four (4) personal days to be taken in the calendar year, which personal days shall not be charged to accumulated sick time.

Personal days shall not be considered sick leave for City purposes of monitoring sick leave usage. Personal days may not be accumulated, redeemed for monetary payment or carried forward to the following year. All employees shall give forty-eight (48) hours notice to the Assistant Director of Security / Director of City Hall Security / or their designees of their intent to take a personal day. Where such notice has not been given the Assistant Director of Security/ Director of City Hall Security may refuse any request for such time.

Section 10. Sick Leave Committee. A Sick Leave Committee is hereby established, to consist of the Director of Security and the Manager of Security, and three (3) Union representatives to be designated by its Board of Officers. The Committee shall meet every month to review sick leave records of employees.

Section 11. Sick Leave Buyback at Retirement. Upon the retirement of an employee pursuant to the regulations of the State-Boston Retirement Board, the City shall redeem a percentage of the employee's accrued but unused sick leave payable to the employee. The City shall redeem no more than twenty (20 %) of the total accumulated sick leave at the employee's rate of pay at the time of retirement.

Article XIII. Vacation Leave

Section 1. The "vacation eligibility year" shall be the twelve (12) months preceding January 1.

Section 2. Vacation leave shall be calculated as follows:

(A) An employee who starts work before July 1 shall receive one week of vacation during his/her first calendar year of employment. Upon completion of six months of service and continuing thereafter, vacation shall be calculated pursuant to the schedule in Section 2(c) below.

(B) An employee who starts work after July 1, shall not receive any vacation during his / her first calendar year of employment. Thereafter, and upon completion of six months of service, vacation leave shall be calculated pursuant to the schedule in Section 2(c) below.

(C) For all employees in their first calendar year of employment, vacation leave shall be calculated pursuant to the following schedule:

Length of Service as of January 1st	Vacation Entitlement in Calendar Year
Less than six (6) months	One (1) week
More than six (6) months, but less than four (4) years	Two (2) weeks
More than four (4) years, but less than nine (9) years	Three (3) weeks
More than nine (9) years, but less than fourteen years	Four (4) weeks
More than fourteen years	Five (5) weeks

Each vacation week shall consist of five (5) work days.

Section 3. For the purpose of determining vacation leave under Section 2 and Section 4 of this Article, all service with the Commonwealth of Massachusetts, the City of Boston, including the School Department, or the County of Suffolk shall be included in computing length of service.

Section 4. An employee may secure the benefits of Sections 2 and 3 of this Article only during active service which is defined as being present and performing "actual work"; and no rights under said sections shall accrue to an employee in the event of the termination of his employment because the vacation leave therein authorized has been actually taken, except as specifically provided in Sections 5 and 6 of this Article.

For the purpose of computing "actual work" under Section 2 of this Article, up to twelve (12) weeks may be counted during the vacation eligibility year for any of the following causes:

All paid Vacation Leave;
Paid Sick Leave— up to four (4) weeks;
Military Leave— up to four (4) weeks.

In addition to the above, up to one (1) year of disability leave (Worker's Compensation) may be counted as "actual work".

Section 5. If during the vacation eligibility year (January 1 to December 31), the employment of an employee who has actually worked for the Municipal Employer for six (6) months in the aggregate since January 1 of the preceding year, and who is entitled to vacation leave under Section 2, Section 3 or Section 4 of this Article, is terminated for a reason other than death or retirement, such employee shall be paid wages representing earned but unused vacation time.

Section 6. If the employment of any employee entitled to vacation leave under Section 2, Section 3 or Section 4 of this Article is terminated by death or retirement without the employee having been granted such vacation, such employee, or in the case of death, the employee's estate, or as provided in Section 111I of M.G.L. c. 41, the employee's surviving spouse or next of kin, shall be paid an amount in lieu of such vacation, provided, that no monetary or other allowance has already been paid therefore, and provided, further, if the employment is terminated by death or retirement before January 1, that the employee has actually worked for the Municipal Employer for six (6) months in the aggregate since December 31 of the preceding year.

Section 7. Immediately prior to departure on vacation leave, an employee will be permitted to be advanced vacation pay allowance up to his/her maximum vacation leave entitlement under this Article, provided that when the employee is departing on vacation leave period which is less than his full vacation leave entitlement, the advancement shall not exceed the vacation pay allowance for such vacation leave period.

Section 8. Vacation leave shall be taken at such time as, in the opinion of the Municipal Employer, will cause the least interference with the regular work of the Department/Commission. An employee who has accumulated at least two (2) weeks of

vacation may use up to two weeks in individual vacation days. Vacation leave may not be carried over from one calendar year to another without the express written authorization of the Employer.

Section 9. Each employee shall be entitled, at his option, to take not more than two (2) weeks of his vacation eligibility during the summer vacation period June 1 to September 15. Summer vacations must be picked by May 1st, and shall be posted at least 30 days prior to May 1st. Winter vacations must be picked by September 1st and shall be posted at least 30 days prior to September 1st. The vacation time period will be from Saturday to Saturday. Should a conflict arise over summer vacation pick it shall be resolved by seniority. Seniority for the purpose of vacation pick shall be defined as seniority within the bargaining unit.

Section 10. Subject to the operating needs of the Department/Commission members of the bargaining unit who have accumulated at least three weeks of vacation may exercise the option to use their vacation time or to be compensated therefore up to a maximum of two (2) weeks. Vacation shall only be redeemed in cash in increments of five (5) days.

Article XIV.
Labor-Management Committee

The City and the Union shall jointly maintain and support a labor-management committee which shall meet at reasonable times at the request of either party to discuss issues of mutual concern.

Article XV.
Union Business

Section 1. The members of the Union's Bargaining Committee, not to exceed two (2), and the President of the Union, shall be granted leave of absence without loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating the terms of a contract or supplement thereto.

Section 2. Subject to the operating needs of the Department/Commission as determined by the Director of City Hall Security and the Assistant Director of Security or their designee one Union representative may be granted leave of absence without loss of pay or benefits for time required to

discuss and process grievances or incidents which could lead to grievances, with the employees or others involved.

Section 3. Subject to the operating needs of the Department/Commission as determined by the Director of City Hall Security and the Assistant Director of Security or their designee any bargaining unit member who is called to testify at Step 3 hearings, grievance arbitration hearings or Labor Relations hearings may be granted release time without loss of pay or benefits.

Section 4. Subject to the operating needs of the Department/Commission as determined by the Director of City Hall Security and the Assistant Director of Security or their designee one Union representative may be granted leave of absence without loss of pay or benefits for time required to attend the "standing committee" meetings with the City as provided in this contract, and may enter any premises of the Department/Commission at any reasonable time for such purposes provided they give notice of their presence immediately upon arrival to the person in charge.

Section 5. Except in emergency circumstances requests for time off as specified in Sections 1 through 3 above shall be made in writing at least forty-eight (48) hours in advance to the Director of City Hall Security and/or the Assistant Director of Security or their designee indicating the date, time and nature of such request.

Section 6. Committee List Updates. The Union shall provide the Department/Commission and keep updated a list of its officers and bargaining committee members, and of all of its shift representatives.

Article XVI.
Court Time

Section 1. Definitions. Employees who are not scheduled to work and who, in the performance of their duties with the Municipal Employer, attend as witnesses, or in any other capacity, on behalf of the City, the Commonwealth or the Federal Government in a criminal or other case pending in any district, superior, juvenile or federal district court; before any grand jury proceedings or any related conferences or meetings, shall be entitled to overtime compensation for every

hour or fraction thereof during which they were in such attendance.

Section 2. Compensation. Any such employee shall be paid time and one-half his straight-time hourly rate of pay for any such attendance or appearances, but in no event less than four (4) hours such pay, on an overtime service basis; provided, however, that if any such occasion occurs on a holiday which falls on an employee's day off or during his vacation, the employee shall receive the additional pay due him under the holiday and vacation provisions of this Agreement.

Article XVII.
Hours of Work and Overtime

Section 1. Scheduled Tours of Duty of Work Shifts. Employees shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have the following regular starting and quitting time. Work schedules shall be posted on all bulletin boards at all times and copies shall be given to the Union.

The tours of duty (work shifts) and hours of work of the day and the two night platoons are as follows:

Tours of duty (work shifts) are number 1, 2 and 3.

The hours of the tours of duty for the bargaining unit members of the Real Property Department of the City are as follows:

The hours of tour of duty # 1 are from 11:45 p.m. to 7:30 a.m. (Midnight Shift).

The hours of tour of duty # 2 are from 7:30 a.m. to 4 p.m. (Day Platoon).

The hours of tour of duty # 3 are from 4:00 p.m. to 11:45 p.m. (Evening Shift).

The hours and tours of duty for the bargaining unit members of the Public Facilities Commission are as follows:

The hours of tour of duty # 1 are from 12:00 P.M. to 8:00 A.M.; 10 P.M. to 6 A.M. or 11:00 P.M. to 7:00 A.M. (Midnight Shift).

The hours of tour of duty # 2 are from 7:00 A.M. to 3:00 P.M. or 8:00 A.M. to 4:00 P.M. (Day Platoon).

The hours of tour of duty # 3 are from 3:00 P.M. to 11:00 P.M.; 4 P.M. to 12 A.M.; or 2:00 P.M. to 10 P.M. (Evening Shift).

platoons are numbered First, Second and Third. The First Platoon is a night Platoon and works tour of duty # 1. The Second Platoon is the day platoon and works tour of duty # 2. The Third Platoon is a night platoon and works tour of duty # 3.

Section 2. Work Schedules, Day-Off or Squad Schedules.

(a) All employees shall receive not less than one hundred twenty-one and one third (121 1/3) regular days off annually, and not less than two (2) consecutive regular days off weekly, in accordance with and characteristic of the present "four and two" work schedule. Under such schedule, all employees shall receive fourteen (14) regular days off in each six-week period; within each six-week period, the work cycle for the four and two workweek shall be completed. An employee's day off drops back one (1) day every week. Employees shall work four (4) consecutive days on and then receive two (2) consecutive days off.

(b) Excepted from the regular four and two work schedule set forth in paragraph (a) above, shall be employees assigned to the Day and Night Platoon(s) as follows, each of whom shall work five (5) consecutive days on, Monday through Friday, and receive two (2) consecutive regular days off, Saturday and Sunday:

- (i) Employees attending school, training or course on assignment by the Director of Security or the Manager of Security;
- (ii) Employees assigned to an approximate twelve (12) week or longer period of training at a Police Academy;

- (iii) Employees assigned to administrative schedules as determined by the Director of Security or City Hall Security.

Under the five (5) day work week above-mentioned, each such employee so assigned shall be entitled to and shall receive, in addition to the two (2) consecutive regular days off weekly, seventeen and one-third ($17 \frac{1}{3}$) additional regular days off annually, so that each such employee assigned shall receive the same number of regular days off annually as will employees working the four and two schedule described in paragraph (a) above. These seventeen and one-third ($17 \frac{1}{3}$) additional regular days off shall be taken one (1) each three (3) weeks, on holidays, when a holiday falls during an employee's attendance at school, etc., or at Police Academy training in accordance with the provisions of subparagraphs (i) and (ii) above or otherwise in accordance with a schedule that shall be determined by the Chief of Security and the Manager of Security and the Union.

(c) The City retains the right to change any and all work shifts, workweek and day off or squad schedules specified in or referred to in this Article.

(d) All employees shall be entitled to a lunch/dinner relief in accordance with present practice, including employees working a day tour of duty, subject, however, to the needs of the Department.

Section 3. Overtime Service. All assigned, authorized or approved service outside or out of turn of an employee's regularly scheduled tour of duty (other than paying details), including service on an employee's scheduled day-off, or during his vacation, and service performed prior to the scheduled starting time for his regular tour of duty, and service performed subsequent to the scheduled time for conclusion of his regular tour of duty, and including court-time, shall be deemed overtime service subject to the following rules:

(A) If duty requires an employee to work beyond the normal quitting time of this schedule tour of duty:

(1) The first fifteen (15) minutes of such service shall not be deemed overtime service. The City agrees that this provision shall not be used as a basis of discrimination against or punishment of individual employees.

(2) If an employee works more than fifteen (15) minutes but thirty (30) minutes more or less of such service, he shall be deemed to have performed one-half hour of overtime service.

(3) If an employee works more than thirty (30) minutes of such service, he shall be deemed to have performed overtime service for all such time, rounded off and paid for to the next quarter hour.

(B) If an employee who has left his place of employment or last duty assignment after having completed work on his regular tour of duty is called back to work, or if an employee is so recalled on a scheduled day off or during his vacation, he shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime pay therefor. It is understood that the four (4) hour guaranty does not apply when an employee is called in early to work prior to the normal starting time of his scheduled tour of duty, in which event such employee shall receive overtime pay only for the actual time worked prior to the commencement of such tour.

(C) Overtime shall not include:

(1) An out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between the Department or the Commission and the employee;

(2) Swapped tour(s) of duty between individual employees by their mutual agreement, on reasonable notice and subject to the approval of the Director of Security or the Manager of Security, which approval shall not be unreasonably denied.

(3) A change in the schedule of an employee who is shifted from one platoon to another platoon or from one tour to another tour for a period of fourteen (14) or more consecutive calendar days, or for a period of less than fourteen (14) consecutive calendar days if for the purpose of in-service training or courses.

Section 4. Scheduling of Overtime. In emergencies or as the needs of service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis. Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday, shall have the option of declining offered overtime, but in the event that sufficient personnel do not accept such

offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the City may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis. The Department will seek to avoid assigning overtime (as contrasted with voluntary overtime) to employees working with night platoons who are required to attend court, etc., before or after their tours of duty or on days off, so that such employees may be afforded every opportunity for required rest or to attend to their personal business before and after working hours or on a day off.

Section 5. Method of Compensation for Overtime Service.

A. An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his regular weekly compensation, time and one-half his straight-time hourly rate of pay for each hour or fraction thereof of overtime service. The straight-time hourly rate shall be computed as one-fortieth of an employee's regular weekly compensation.

B. Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted to employees as soon as practicable after the week in which such overtime service is performed.

C. An employee who is not scheduled to work on a holiday but who is called in to work on such holiday shall receive double his straight-time hourly rate for each hour of such service in lieu of the time and one-half rate specified in paragraph A of this Section (but not in lieu of holiday pay). An employee who is called in for overtime (court-time) service during his vacation shall receive, in addition to the overtime compensation otherwise provided under paragraph A of this Section, a compensatory day off for each such day of vacation on which he performs overtime (court-time) service.

Article XIX.
Paying Details.

Section 1. All paying police details shall be distributed to employees within the Real Property Department on a fair and equitable basis, and to employees within the Public Facilities

Commission on a fair and equitable basis, as to the number of details, hours, compensation and type thereof, and shall be posted and averaged on a continuing three month basis. The Department will make best efforts to pay detail money owed within thirty (30) days from the pay period in which such details were worked.

All assignments to Public Facilities paid details shall be made by a superior officer assigned by the Assistant Director of Security, who shall be responsible to said Assistant Director for the fair and equitable distribution of such details within the Commission. All assignments to Real Property paid details shall be administered by the Director of City Hall Security or his designee who shall be responsible for the fair and equitable distribution of details within the Department.

Section 2. Paying police detail assignments shall be compensated at the rate of 35.20 per hour with a minimum guaranty of four (4) hours per detail. The Association, by action of its Board of Officers, shall have the option to increase the detail rate by an amount or amounts not to exceed \$ 2.00 (two dollars) per hour on June 30, 2006 by written notice to such effect delivered to the Director.

Section 3. Supervisory Details. All paying police details of three or more officers at one location shall require a superior officer on that detail and for each additional three officers on one detail there shall be required an additional superior officer. No superior officer shall perform a Municipal Patrol Officer detail where three or more Municipal Police Officers are required for the detail.

Section 4. Bargaining unit members performing details in a supervisory capacity as defined in Section 3 above shall be paid at the rate of 35.20 (thirty five dollars and twenty cents) per hour with a minimum guaranty of four (4) hours per detail. The Union, by action of its Board of Officers, shall have the option to increase the detail rate by an amount or amounts not to exceed \$ 2.00 (two dollars) per hour on June 30, 2006 by written notice to such effect delivered to the Director.

Article XX.
Holidays.

Section 1. The following days shall be considered holidays for the purpose enumerated below:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Bunker Hill Day	Christmas
Evacuation Day	

For the purposes of this Article, the "holiday" is the twenty-four (24) hour period commencing at 7 a.m. or 7:30 a.m. of each day listed in this Section.

Section 2. When any of the aforementioned holidays falls on an employee's scheduled workday and he is actually present and performing his assigned duties or on an employee's scheduled day off or during his vacation under this Agreement, he shall receive for each such holiday, in addition to his regular weekly compensation, an additional day's pay, computed as one-fifth of his regular weekly compensation. Effective the first Wednesday in July, 1994, holiday pay as defined herein shall be computed as one-fourth an employee's regular weekly compensation. Holiday pay shall be considered as regular compensation for pension/retirement purposes.

Article XXI.

Uniforms and Equipment.

Section 1. Uniforms / Clothing. Each employee shall receive an annual uniform/clothing allowance of Seven Hundred and Fifty (\$ 750) Dollars, in two (2) equal cash installments of \$ 375.00 each, the first such installment to be paid to each employee prior to the second payday in July of each year and the second such installment to be paid to each employee prior to the second pay day in December of each year.

During an employee's probationary period the Commission / Real Property Department shall provide probationary employees with uniforms according to the current practice. An employee after completing his/her probationary period shall be entitled to the cash uniform allowance referred to above.

Effective upon execution of this Agreement, all employees who retire, resign or are terminated within their first (1st) year of employment with the City shall return all Department issued uniforms.

Employees agree to comply with Department regulations on proper dress and the Union will cooperate in effecting such compliance.

Section 2. Equipment. The City shall, at its expense, furnish employees in Public Facilities with and replace equipment as needed, as determined by the operating needs of the City, the following equipment: insignia, nightsticks, revolvers, handcuffs, holsters, mace, badges, collar pins, and patches. Employees in Real Property shall be furnished at the City expense with badges.

Section 3. All employees, upon retirement, resignation or termination of their employment with the Commission/Department shall return all equipment which has been issued to them and which they were using on a daily basis in the performance of duty at the time of their retirement, resignation or termination of employment.

Article XXII.
Layoff and Recall.

Section 1. For the purpose of this Article, lay off shall be defined as an Employer-initiated separation of an employee from service because of lack of work, shortage of funds, curtailment of services, or any other reason except for voluntary separation, separation due to retirement, or separation constituting discipline or discharge under Article VIII.

Section 2. The City and the Union agree that if the City, in its discretion, decides to lay off employees covered by this Agreement, the following procedure shall apply. In the event of a layoff in the Real Property Department the Department shall lay off the least senior real property bargaining unit member in the Department. In the event of layoff in the Public Facilities Commission the Commission shall layoff the least senior bargaining unit member in the Commission. For purposes of this Article, seniority shall be defined as length of service with either the Public Facilities Commission or the Real Property Department.

Section 3. An employee who is laid off may exercise the following recall rights within the Department that he was laid off from:

A. He shall be entitled to notice, by first class mail or actual notice, of vacancies in his job classification in the Department or any vacancies in lower job classifications with the Department from which he was laid off that he is eligible to fill. Prior to the filling of any bargaining unit vacancies in his job classification or bargaining unit job classification in the Department from which he was laid off, which he is eligible to fill, with any other person, the Department from which he was laid off shall offer the vacancy to a qualified responding employee according to seniority.

B. Only an employee who has notified his Department in writing of his interest in recall prior to his layoff, and who had included a mailing address, shall be entitled to notice of said vacancies. The Federation shall be notified of vacancies, by mail, when the employee is notified. To be eligible for recall, an employee must respond affirmatively to his agency within fourteen (14) calendar days of the postmarked date of notice or date of actual notice. These recall rights shall run for two (2) years from the date of layoff.

Section 4. Any laid-off employee who is subsequently hired, recalled or re-employed shall be credited with his prior service for purposes of determining his salary upon reentry under the Compensation Article of this Agreement.

Article XXIII.
Other Leaves of Absence.

Section 1. Subject to the operating needs of the City, determined by the Department/Commission or their designee(s), leave of absence without loss of pay will be permitted for the following reasons:

(A) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31 of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who dies under armed forces of the United States in time of war or insurrection;

(B) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31 of the General Laws as a delegate or alternate to state or national conventions of certain veteran's organizations as designated from time to time, during the life of this Agreement, by the Mayor;

(C) Attendance by employees, who are delegates or alternates at the annual convention of the Massachusetts Labor Council, the American Federation of State, County and Municipal Employees, AFL-CIO, or Council 93.

(D) Prophylactic inoculation required by the Municipal Employer;

(E) Red Cross blood donations, if made on the premises of the Department in which an employee requesting such leave serves;

(F) Promotional examinations conducted under Civil Service law and rules for promotion to any position in the service of the City;

(G) Medical examinations for retirement purposes;

(H) Attendance at hearings in Worker's Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witness shall be remitted to the Municipal Employer;

(I) Voting time up to a maximum of two (2) hours for voting in a state, municipal, or other election, provided that the hour of opening and closing the polls in the city or town in which an employee is registered to vote would preclude him from voting outside regular working hours, taking into consideration travel time from the polls to his regular place of employment, or vice-versa.

(J) Emergency medical treatment for employee injured during the performance of assigned work. Employees who have returned to regular duty or light duty after having been injured during the performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off duty hours;

(K) Attendance in court when required (by a subpoena) to testify as a witness in a criminal case where the employee is to testify on matters which occurred during the course of employment or for the purpose of filing a complaint against a person for action which took place during the course of employment.

Section 2. Military Leave. Every employee covered by this agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

Section 3. Jury Duty. Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence, without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment therefore, the City will pay such employee such sum of money as, when added to the amount received by such employee as compensation for jury service, will result in the payment to him of his/her salary for any particular workweek.

Section 4. Bereavement Leave. In the event of the death of a spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, brother-in-law, sister-in-law or member of the employee's immediate household (for a period of six (6) months or more) an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive five (5) working days' leave without loss of pay for the purpose of attending funeral services or arranging for burial.

In the event of the death of a grandparent or grandchild, an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive three (3) working days' leave without loss of pay for the purpose of attending funeral services or arranging for burial.

In the event of the death of a niece, nephew, aunt or uncle, an employee with six (6) months or more of continuous active service and who is in active service at the time of such death, shall be entitled to receive one (1) working day's leave without loss of pay for the purpose of attending funeral services or arranging for burial.

It is understood that these days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave. In the event of a death in the

immediate family of an employee not entitled to leave without loss of pay under this Section, leave for such purposes may be granted at the discretion of the Department.

If an employee requires additional leave for bereavement purposes, leave for such purpose shall be deducted from sick leave allowance, if any.

If sick leave is used for any bereavement purposes described in this Section, it shall not be considered as sick leave for City purposes of monitoring sick leave usage.

Section 5. Family Leave. Any bargaining unit employee shall be entitled to a leave without pay for a period up to twelve (12) weeks in duration for the purpose of birth, adoption of a child under the age of 18, or to provide care for a child or for a seriously ill family or household member.

For purposes of this Section, "household member" shall be defined as a person who resides in the household of the bargaining unit employee and has shared their principle domicile with the bargaining unit employee for not less than twelve months immediately preceding the date of the requested leave: "family member" shall be defined as a child, spouse or parent.

The employer may require such documentation and notice as it deems appropriate to support a request for family leave.

Section 6. Medical Leave. Subject to the operating needs of the Department, an employee shall be granted a maximum of one (1) year for unpaid medical leave upon the submission of medical substantiation deemed adequate by the Supervisor of Personnel. All requests for medical leave must be approved by the Supervisor of Personnel. The employee, upon his/her return to service, shall be placed in the same position he/she left (if available) or a similar position of equal classification.

Article XXIV. Safety and Health.

Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy conditions shall be brought immediately to the attention of the employee's superior and shall be a subject of grievance hereunder.

Article XXV.
Employee Files.

Section 1. No material derogatory to an employee's conduct, service, character or personality shall be placed in the personnel file unless the employee has had an opportunity to read the material, and the right to answer any material filed (his answer to be attached to the file copy).

Section 2. Should an employee disagree with the content of a performance evaluation issued by his supervisor he may request a review of such evaluation from the Director of Public Facilities or his/her designee(s). The request shall be in writing and shall include the employee's justification and/or reasons for his disagreement with the evaluation. The Director or her designee(s) shall review the request and communicate her response to the employee.

Section 3. Any employee shall have the right, on request at reasonable time, to examine all material in his personnel file and to make a copy thereof.

Article XXVI.
Miscellaneous.

Section 1. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the City, the Commissioner or the Real Property Department.

Section 2. The Department will provide reasonable space for the Union's bulletin boards at City Hall, Municipal Police Headquarters, and BHA Headquarters (as long as bargaining unit members remain assigned to the BHA). The Union's use of such boards shall be restricted to the posting of notices regarding Union affairs, meetings and social events of the Union. The bulletin boards shall be encased in glass and locked. Only the President and Secretary will have access to said boards and both will be held accountable for all material placed on said bulletin boards.

Section 3. Should any provision of this Agreement or of any supplement thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall

remain in force, and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

Section 4. Health Insurance. The City's contribution to all group hospitalization insurance premiums shall be as follows: 75 % of the total monthly premium for the indemnity plan selected by the employer including Master Medical or equivalent coverage; 90 % of the total monthly premium for all approved and authorized health maintenance organizations. The Union acknowledges the City's important role in bargaining with group health insurance providers and agrees that the City may add or drop group health insurance plans in accordance with M.G.L. c. 32B.

1. Effective January 1, 2008 the City shall cease to offer Master Medical to bargaining unit members. On January 1, 2008 the City shall offer the indemnity PPO known as Blue Care Elect Preferred, or equivalent coverage. The City's rate of contribution for the indemnity PPO shall be 75%. The employee's rate of contribution shall be 25%.

2. Effective First Pay Period January 2008 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 87.5%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12.5%.

3. Effective First Pay Period January 2008 the City's rate of contribution for all approved and authorized point of service products shall be 82.5%. The employee's rate of contribution for all approved and authorized point of service products shall be 17.5%.

4. Effective First Pay Period January 2009 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%.

5. Effective First Pay Period January 2009 the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.

6. Adoption of M.G.L. Chapter 32B § 18.

- i. The Union agrees to support legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively.
- ii. In the event the legislature takes no action on the above-mentioned matter by June 30, 2008, the Union will support the adoption of Section 18, in its current form, by the Boston City Council.
- iii. Upon adoption by the Boston City Council, the City will meet with the Union and bargain over the impact that the adoption will have on current members upon their retirement. The Union agrees that it will not require the City to bargain such impacts as part of a subsequent successor bargaining agreement even if the parties are already in negotiations for a successor bargaining agreement.

Section 5A. Health Insurance Opt-Out. Effective July 1, 2008, bargaining unit members declining the City's health insurance benefit shall be eligible for a continuing annual opt-out insurance benefit pursuant to the City's health insurance policy. Those bargaining unit members shall receive fifteen hundred dollars (\$1,500) annually for opting-out of an individual plan or twenty-five hundred dollars (\$2,500) annually for opting-out of a family plan under the above-mentioned policy.

Eligibility:

To participate, employees must have been enrolled or be currently enrolled in medical coverage through the City of Boston for a year and have dropped the coverage. Employees are eligible for the payment if they have coverage under another plan. Other plans include:

- a. Your spouse's / partner's plan (as long as he or she is covered by someone other than the City of Boston, the Boston Wager & Sewer Commission, or the Boston Public Health Commission;
- b. A private plan;

- c. A plan offered through a second employer (if you have another job that provides health care benefits); or
- d. A retiree health plan from an employer other than one of the City of Boston groups.

Employees must remain eligible for health insurance to participate in the Health Insurance Opt-out program. Employees seeking to receive the family plan Opt-out payment must provide proof of their eligibility for family coverage at the time such employees seek to participate in the Opt-out program and annually thereafter. Employees who are no longer eligible for family plan coverage will be eligible for the individual plan Opt-out benefit.

Section 5. Drug Testing. During the probationary period, an employee covered by this Agreement may be subject to urinalysis testing to detect illegal drug use. Any such employee who fails to appear for such test when directed to or whose urine contains any illegal drug shall be terminated.

Section 5A. Substance Abuse. After the probationary period, all employees covered by this Agreement shall be subject to the provisions of Rule 111, Substance Abuse Policy, S.O. # 98-46, issued December 17, 1998, of the Boston Police Department (annual hair testing).

Section 6. Licensing Fees. The fee incurred by Superior Officers actively employed by Public Facilities in obtaining their license to carry a firearm which is required by the Department as a condition of employment shall be paid by the Department.

Section 7. Legal Fee Reimbursement. In the event any bargaining unit employee is charged with committing a criminal offense in the course of his work performance and is subsequently found not guilty of such accusations in a court of law or by authorized clerk of such court, the City will reimburse such employee for reasonable attorney's fees and related court costs including but not necessarily limited to stenographic fees and witness fees incurred by him in defending himself against those charges provided all the above-referenced fees and costs are determined by the Corporation Counsel to be reasonable.

Section 8. Light Duty. The parties recognize that the Department and its employees may benefit from a light duty assignment. An employee absent from duty due to a work-related injury may return to work under the conditions contained herein. The parties also understand and agree that, except as specifically provided herein, this provision does not alter or abrogate the existing requirements, obligations, conditions precedent to receiving injury benefits.

A. An employee incapacitated because of a work-related injury shall be deemed fit to return to full or light duty subject to the provisions of this Section. Once an independent medical examiner ("IME") and/or the employee's primary care physician determine(s) that the employee's incapacity no longer exists or that the employee is fit for full or light duty, the employee must return to work. (The City agrees to meet with the Union should it raise concerns over the IME selected by the City).

B. The employer shall develop and provide to the employee's primary care physician(s) and/or an IME, if necessary, the physical requirements of light duty tasks specified under this Section, and the employee's primary care physician(s) shall be asked to make his/her determination of the fitness of the employee to perform the specified physical requirements of light duty tasks. The primary care physician(s)' report shall adequately specify in writing the reason(s) for the primary care physician(s)' decision and conclusions.

C. An employee who fails or refuses to report for full or light duty shall be absent without official leave.

D. The IME's determinations shall be binding on both parties. There shall be no grievance of a discontinuation of injured leave benefits under this Section except to challenge whether or not the employer adhered to the procedural requirements of this Section. In particular, an arbitrator will not have any authority to override or otherwise alter or detract from the purpose of this Section or challenge the determination of the IME.

E. Light duty shall not interfere with ongoing medical treatment. Employees on light duty may receive medical release time for such medical treatment as established by the employee's primary care physician(s) during assigned duty hours subject to the operating needs and concerns of the Department. Medical release time shall not be considered as hours worked for the

purpose of computing overtime under the collective bargaining agreement.

F. It is understood that assignment to light duty pursuant to this Section is temporary in nature. Light duty assignments shall be subject to review by the Deputy Director or his/her designee. The Department expressly retains and reserves its rights relative to involuntary disability retirement under the law. Nothing herein shall limit the Department's statutory rights. An employee's filing for voluntary disability retirement shall not prevent the Department from requiring the employee to perform light duty, if applicable.

G. Light duty assignments shall include, but not be limited to, supervisory clerical administrative duties, including coordinating detail and overtime assignments, filing, scheduling, reviewing police reports, conducting CORI and SORI inquiries, and assisting at the front desk at Hancock Street/Police Headquarters and/or similar police-related supervisory duties. Further, where possible and practical, the Department shall assign an officer on light duty to the same shift (day or night) and squad that he/she held at the time of his/her incapacity consistent with the employee's medical restrictions.

H. The parties may reopen the Agreement's Light Duty provision for the sole purpose of modifying said language so that it complies with M.G.L. c. 41, § 111F in the event that bargaining unit members obtain M.G.L. c. 41, § 111F coverage as a result of a final and binding judgment of a court of competent jurisdiction or a change in the law.

Section 9. Worker's Compensation injuries: Any employee injured at work must immediately, or as soon as physically capable, notify in writing on City-approved forms both the worker's compensation service and his/her department head of the date, time, location and nature of the injury. A Department's personnel officer or designee shall endeavor to contact the employee at his or her last known address upon receipt of notice from the City's Worker's Compensation Division that the employee's benefits have been terminated (attached as Appendix I). However, the employee shall bear the responsibility for notifying both the worker's compensation service and the employee's department head of all developments in the employee's worker's compensation case. In particular, the employee must notify the department head when the employee appeals any rulings

of the City's Worker's Compensation Division or of the Commonwealth of Massachusetts Division of Industrial Accidents, or related entities.

Also, the employee must immediately notify his/her department head in writing when he/she has been cleared for return to work regarding his/her intent to return to work or request applicable leave. Any employee who fails to notify his/her department head of his/her ability to return to work after being medically cleared to do so through the Worker's Compensation process shall be subject to discipline or discharge. Any employee who fails to notify his/her department head accordingly and within fourteen (14) days of receiving medical clearance to return to work may be considered to have voluntarily separated from service. Such separation shall only be a subject of the grievance and arbitration article hereunder through Step 3 and shall not be subject to arbitration.

All employees returning to work from work related injuries may be ordered to submit to a medical examination.

Section 10. GPS Technology. To improve the Department's deployment and supervision of personnel, to decrease incident/service response times, to protect its property and increase employee safety, the City intends to install GPS or other similar technology on its equipment and vehicles. By making this proposal, the City offers to bargain about the impacts, if any, resulting from its decision to implement such technology. The City shall also provide the Union with written notice thirty (30) calendar days prior to such installation. In its written notice to the Union, the City shall identify the types of equipment and types of vehicles within which it intends to install GPS technology.

Article XXVII.
Compensation.

Section 1. Salary Schedule. Increase contractual base wages as follows:

- Effective the FFP in October of 2007, provide a 2.5 % base wage increase;
- Effective the FFP in October of 2008, provide a 3.0 % base wage increase;
- Effective the LAST PAY PERIOD in June of 2010, provide a 2.5 % base wage increase.

Section 2. Weekend Differential. An employee who is regularly scheduled to work between the hours of 11 p.m. Friday to 7 a.m. Monday shall be paid a weekend differential of \$ 1.00 per hour for each hour of regularly scheduled work during such period, and this in addition to his regular weekly salary. Weekend differential shall not be included in base pay for purpose of computing overtime but shall be so included for the purpose of determining vacation pay, sick leave, workers compensation leave and holiday pay, and shall be considered as regular compensation for pension/retirement purposes.

Section 3. Night Shift Differential. Whenever in the course of his regular service an employee works a night shift (Evening, Midnight), or a shift whose hours commence on or after 2 p.m. and prior to 6 a.m., he shall be paid a night shift differential of \$ 1.00 per hour for all hours which occur between 3 p.m. and 8 a.m. Night Shift differential shall be in addition to an employee's regular weekly salary, shall not be included in base pay for the purpose of computing overtime or court-time, but shall be so included for the purpose of determining vacation pay, sick leave, workers compensation leave and holiday pay, and shall be considered as regular compensation for pension/retirement purposes.

Section 4. The City will continue the current dental/optical insurance through the Massachusetts Public Employees Fund available to the members of the bargaining unit, paid in full by the employer. No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund's administration of such plan, the level of benefits provided by such plan, and/or any modification(s) to such plan, is subject to Article VIII (Grievance Procedure) of the collective bargaining agreement.

Section 5. The City agrees to waive the special officers' fee in accordance with Section 2 of Rule 400A.

Section 6. The parties agree to a joint labor-management committee to discuss supervisory training issues including potential stipend(s) for those superior officers that attend and complete such training.

Section 7. Bi-Weekly Payroll. The City may, upon 30 calendar days notice to the Union, change from paying employees weekly to paying employees bi-weekly or any other pay period

allowed by law. Union members shall submit to their department head sufficient information for the City to automatically register each member for direct payroll deposit.

Section 8. Longevity Bonus. Effective June 30, 2007:
Bargaining unit members shall be eligible for a longevity bonus payment on the anniversary date of their employment with the Municipal Police Department as follows: For Sergeants (MPS/8) and Lieutenants (MPS/10) with 10 years of service with longevity bonus shall be \$ 1,000 per year; for Sergeants (MPS/8) and Lieutenants (MPS/10) with 20 years of service the longevity bonus shall be \$ 2,000 per year. These longevity bonuses are non-cumulative. A bargaining unit member's longevity bonus will be considered part of base wages for the purpose of calculating the employee's overtime rate and for retirement purposes.

Article XXVIII.
Duration of Agreement.

Section 1. This Agreement shall take effect on execution, except as otherwise provided herein, and shall continue in force to and including midnight on June 30, 2010.

On or after November 1, 2009, the Union or the City may notify the other of its first proposals for a new Agreement to be effective on the termination of said Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto. Notification under this Section shall be accomplished by the Union's delivery of a copy of its proposals to the Mayor, and two additional copies to the Office of Labor Relations.

Section 2. If a successor Agreement has not been executed prior to June 30, 2010, this Agreement shall continue in force and effect during negotiations for such successor Agreement.

APPENDIX I

By First-Class Mail

DATE

EMPLOYEE'S NAME
LAST KNOWN ADDRESS
LKA

Re: Return to Work Order

Dear NAME:

Since DATE, you have been absent from your position as a POSITION in the DEPARTMENT, under claim of an on-the-job injury. However, on DATE, you were notified that your worker's compensation benefits were being terminated as of DATE. Accordingly, you are hereby ordered to report to work no later than DATE.

This letter is being sent by the personnel division of the DEPARTMENT and is not related to any communications that you or your attorney may be engaged in with the City's Worker's Compensation Division.

Therefore, if you do not return to work on DATE, then it is your responsibility to complete ALL of the following steps:

- Contact your Departmental Personnel Officer and discuss your status (i.e., whether you plan to appeal the termination of your workers comp. Benefits, etc.) with him or her; AND
- Produce sufficient documentation for your continued absence.

If you do not complete all of the above steps within fourteen (14) days after receiving this letter, then the Department may consider you to have voluntarily separated yourself from employment.

Again, if you do not notify your Department that you intend to appeal the termination of your worker's compensation benefits and you do not intend to request a medical or other leave of absence, then you must report to work on DATE. Failure to do so shall constitute an unauthorized absence and shall be grounds for discipline, up to and including termination. Also, continued failure to report to work may increase the discipline that you may receive for your unauthorized leave.

Please contact me at (617)343-XXXX should you have any further questions.

Sincerely,

DEPT. PERSONNEL OFFICER

cc: Union Representative
Employee's Supervisor
Personnel File

SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BOSTON,
THE MUNICIPAL POLICE SUPERIOR OFFICERS' ASSOCIATION
(re: "SPECIALTY/EDUCATIONAL PAY INCENTIVE")

This Side Letter Agreement is made under Chapter 150E of the General Laws, by and between the City of Boston ("the City") and the Municipal Police Superior Officers' Association ("MPSO") (collectively "the Parties"),

The Parties hereby agree as follows:

1. While the Specialty/Educational Pay Incentive shall be eliminated from the collective bargaining agreement, the program shall remain in effect through four (4) years from the date of execution of this Side Letter of Agreement.
2. No employee hired or promoted after the date of execution of this Side Letter of Agreement shall be eligible for the Specialty/Educational Pay Incentive benefit.
3. For those employees hired or promoted before the date of execution of this Side Letter, the following shall apply: the benefit shall continue for those employees presently receiving it and for those who qualify for the benefit or an additional level of the benefit prior to its elimination four (4) years from the execution of this Side Letter of Agreement. The following (a) and (b) are examples for clarification:
 - a. If an employee has an associate's degree in criminal justice and completes the requirements for a bachelor's degree in criminal justice prior to the elimination of this benefit, they shall receive the level commensurate with the bachelor's degree.
 - b. If an employee has an associate's degree in criminal justice and is enrolled in a bachelor's program, but fails to complete the requirements for a bachelor's degree in criminal justice prior to the elimination of this benefit, they shall continue to receive the level commensurate with the associate's degree.

In witness hereof, the City of Boston and the MPSOA have caused this Side Letter of Agreement to be signed, executed and delivered on the 16th day of April, 2008.

THE CITY OF BOSTON:

THE MPSOA: